

Employee Name (please print) \_\_\_\_\_  
Last Name First Name MI

Department/Unit: \_\_\_\_\_

Supervisor Name (please print) \_\_\_\_\_

Agreement Dates: \_\_\_\_\_  
Begin Date End Date

Dates for telecommuting agreement review: \_\_\_\_\_

These conditions for telecommuting are agreed upon by the employee, the supervisor, and the Dean/VP or Designee.

1. The employee will work at:

\_\_\_\_\_ Street Address City

2. The employee's designated remote work location (e.g., home office section of living room, etc.) will include the following:

\_\_\_\_\_  
\_\_\_\_\_

**Instructions for Question 3**

*For FLSA Exempt Employees:*

- a) If subject to a structured work schedule, complete all of question 3.
- b) If not subject to a structured work schedule, complete just the Total Telecommuting Hours Per Day.

*For FLSA Non-Exempt Employees:*

Complete all of question 3. Advance supervisory approval is required to vary from the stated times.

3. The employee's telecommuting work schedule will be:

Telecommuting Days:  Mon  Tue  Wed  Thu  Fri

Telecommuting Time: Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_

Breaks (if applicable): \_\_\_\_\_

Total Telecommuting Hours Per Day: \_\_\_\_\_

4. The position description outlines job duties the employee will perform at the remote work location and at the university job site. (Update the position description so it clearly delineates where each job duty will be performed and the percentage of time it will be performed.)

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6. The decision whether to install telecommunications equipment (e.g., cable modem, DSL, frame relay line, telephone line, ITFS, etc.) will be made between the supervisor and the employee. If such equipment is installed, the expenses for the installation will be covered by the employee. Recovery of monthly service costs can be applied for through the Communication Allowance.

7. Data calls made from the employee's remote work location with a personal computer will be paid through OSU's Communication Allowance. OSU Business Use of communication devices (phone, internet access, etc.) will be paid by the Communication Allowance.

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8. If University-owned equipment will be used by the employee at the remote work location, the employee and the Dean/VP or Designee must complete, sign and attach an Intra-Department Equipment Loan Agreement for Employees.

You may download the Intra-Department Equipment Loan Agreement for Employees at:  
[http://www.business\\_services.oregonstate.edu/Inventory\\_Control/docs/forms/IDLOAN.doc](http://www.business_services.oregonstate.edu/Inventory_Control/docs/forms/IDLOAN.doc)

No University equipment will be used at the remote work location.

Employee's initials: \_\_\_\_\_ Supervisor's initials: \_\_\_\_\_

University equipment will be used at the remote work location and a signed Intra-Department Equipment Loan Agreement for Employees is attached.

9. Communication between the employee and his/her office (e.g., e-mail, voice mail, etc.) will be handled as follows:

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### INTRODUCTION

Oregon State University (OSU) supports telecommuting where there is an operational need, or there is potential for University savings. This policy applies to all OSU employees. Academic and research faculty are not required to have a Telecommuting Agreement on file with the Office of Human Resources (OHR). All other employees who telecommute must have an approved Telecommuting Agreement on file with OHR.

### DEFINITION

Telecommuting is defined as work and transportation alternatives that substitute home-to-work commuting with the option of working at a home work site or a satellite work location while meeting the business needs of the University. An employee is considered to be telecommuting anytime they are not working at a University provided work site or location.

Home work site is defined as the employee's home, utilizing furniture and equipment normally provided by the telecommuter.

Satellite work location is defined as a work site that is not located at a University operational facility or in the employee's home.

Telecommuting is not intended for temporary work at home due to special conditions such as providing dependent care, recovering from an illness, or caring for an ill family member.

This policy complies with all applicable provisions of the Americans with Disabilities Act.

To ensure an effective, productive telecommuting program, OSU establishes the following policies:

#### A. General

1. Professionalism in terms of job responsibilities, work products, and customer or public contact will continue to follow the same high standards as are currently being met by OSU employees at their onsite work locations. Business visits, meetings with customers, or regularly scheduled meetings with co-workers shall not be held at the home worksite.
2. The employee's duties, obligations, and responsibilities remain unchanged under a Telecommuting Agreement. The employee will meet or communicate with his/her supervisor to receive assignments, review work progress, and complete work as often as the supervisor determines to be necessary.
3. A current and updated position description that delineates duties to be performed at the employee's University work location and at the home or satellite work location is to be attached to the Telecommuting Agreement upon submission.
4. In order to be approved for telecommuting, an employee must be self-motivated, have minimal requirements for face-to-face daily supervision, and have demonstrated appropriate productivity and use of work time.
5. An employee's work schedule may include telecommuting on either a part-time or full-time basis. The work of the telecommuter must be of a nature in which face-to-face interaction is minimal or may be scheduled to permit telecommuting.
6. Telecommuting is not suitable for all employees and/or positions. Any employee who wants to telecommute must discuss the request with his/her supervisor. The employee's dean/director/department head will make the final decision about whether the employee's job is suitable for telecommuting.
7. Participation in OSU's telecommuting program is entirely voluntary. A supervisor may not require an employee to telecommute. No employee has the "right" to telecommute. The employee, supervisor, or dean/director/department head may terminate telecommuting at any time with advance notice (generally 3 working days).
8. The employee's salary, benefits, worker's compensation, and other employer insurance coverage shall not change due to telecommuting. An employee who is telecommuting is not entitled to reimbursement for travel mileage to attend work unit meetings.
9. The employee must obtain supervisory approval before taking leave in accordance with University policy.
10. The supervisor and employee will formulate objectives, expected results, and evaluation procedures for work completed while the employee is telecommuting. The supervisor and employee will meet at pre-determined intervals to review the employee's work performance.

11. Telecommuting is not a substitute for dependent care. Telecommuters are required to make arrangements for dependent care during the agreed-upon work hours. The employee may be asked to provide information regarding dependent care arrangements by his/her supervisor.

12. Telecommuting employees shall not perform personal business or activities during agreed-upon work hours.

13. While telecommuting, the employee must be reachable via telephone, fax, network access, or e-mail during agreed-upon work hours. The employee and supervisor will agree on how to handle work-related telephone messages, including the feasibility of having a home telephone answering machine.

14. All telecommuters and their supervisors must comply with OSU telecommuting policies. A copy of the Agreement will be retained in the employee's official personnel file.

15. More specific conditions relating to the employee's working at the home work site or at a satellite work location are detailed in the Telecommuting Agreement. The Telecommuting Agreement must be completed by the employee, his/her supervisor, and approved by the dean/director/department and the Office of Human Resources prior to the effective date of the Agreement.

16. Telecommuters are advised to contact their insurance agent and tax consultant for information regarding home work sites and coverage for equipment that is damaged, destroyed, or stolen.

17. The University or the employee may discontinue the Agreement at anytime with advance notice (generally 3 working days).

## **B. Work Site**

1. Any work site that is not a part of an established Oregon State University location or facility is considered a satellite work location and requires an approved Telecommuting Agreement.

2. A designated workspace shall be maintained by the telecommuter that is quiet, free of distractions, and kept in a clean, professional, and safe condition, with adequate lighting and ventilation.

3. Since the employee's home work site or satellite work location is an extension of the University workspace, the University's liability for job-related accidents will continue to exist during the approved work schedule and in the employee's designated work location. To ensure that safe working conditions exist, the University retains the right to make on-site inspections of the workspace, including home workspace, at mutually agreed-upon times. In the case of injury occurring during telecommuting work hours, the employee shall immediately report the injury to his/her supervisor.

4. The University will not be responsible for operating costs, home maintenance, property or liability insurance, or other incidental expenses (utilities, cleaning services, etc.) associated with the use of the employee's residence.

5. The University is not liable for damages to the employee's property that may result from participating in the telecommuting program.

6. A consistent schedule of telecommuting work hours and days is desirable to ensure regular and predictable contact with OSU staff and others; for some positions, more flexibility in work hours and days is feasible. A specific work schedule will be stated in the telecommuting agreement. Exceptions will be made when an employee's presence is required for a function or activity that cannot reasonably be re-scheduled.

7. An FLSA non-exempt employee shall not work overtime unless he/she has received prior approval from his/her supervisor. If the employee works overtime that has been approved in advance, compensation or compensatory time off will be provided in accordance with eligibility guidelines and applicable laws and policies. The employee understands that failure to obtain prior approval for overtime work may result in discontinuance of telecommuting and other appropriate disciplinary action.

## **C. Supplies, Equipment and Software Usage**

1. Supply needs must be preauthorized by the employee's supervisor. Out-of-pocket expenses for supplies will be reimbursed if authorized prior to purchase.

2. OSU will not provide worksite furniture for part-time telecommuters. Worksite furniture for full-time telecommuters, if needed, must be discussed by the employee and supervisor. Worksite furniture cannot be committed by the supervisor without prior approval of the supervisor's dean/director/department head.

3. The need for specialized material or equipment must either be minimal or flexible.
4. The following conditions shall apply to use of computers, software, other University equipment, and internet access:
  - a. The telecommuter will provide his/her own equipment, software, and internet access. If agreed upon by the supervisor, the employee may qualify for reimbursement for monthly internet service fees through the Communication Allowance Policy FIS 1402-15. The Communication Allowance Policy supersedes any agreement made between the supervisor and the employee for purposes of telecommuting under this policy.
  - b. Should an employee be provided University equipment or software by the University to telecommute, these University resources in the home work site or satellite work location may not be used for personal purposes.
  - c. The employee agrees not to duplicate University owned software. The employee also agrees to abide by the licensing regulations and restrictions for all software under license to Oregon State University.
  - d. A computer used for University business must be plugged into a surge protector and have current virus protection maintained.
  - e. Restricted-access materials shall not be removed from the OSU on-site work location or accessed through the computer unless approved in advance by the supervisor and the appropriate security access administrator.
  - f. OSU is not responsible for loss, damage, or wear of employee-owned equipment as a result of the Telecommuting Agreement.
  - g. The employee shall promptly notify his/her supervisor when unable to perform work assignments due to equipment failure or other unforeseen circumstances. The employee may be assigned to another project and/or work location that may necessitate termination of the Telecommuting Agreement.
  - h. OSU may pursue recovery from the employee for OSU property that is damaged, destroyed, or stolen while in the employee's care, custody, or control.
  - i. Upon the supervisor's approval, employee expenses related to telecommuting internet access and personal cellular telephone usage may be reimbursed to the employee through the provisions of the Communication Allowance Policy FIS 1402-15. The Communication Allowance Policy supersedes any agreement made between the supervisor and the employee for purposes of telecommuting under this policy.
5. The employee and supervisor agree to submit to OSU Inventory Control a completed University Equipment Loan Agreement for equipment, furniture, specialized material, or other such items prior to moving or installing these items at the home or satellite work location.

#### **D. Security**

1. The employee will protect University information from unauthorized disclosure or damage and will comply with federal, state, and university rules, policies and procedures regarding disclosure of public and official records. Work done at the employee's telecommuting site is regarded as official University business. All records, documents, and correspondence, either in paper or electronic form must be safeguarded for return to the University. Release or destruction of records should be done only in accordance with statute and University policy and procedure, and with the knowledge of the employee's supervisor. Electronic/computer files are considered University records and shall be protected as such.
2. The employee shall surrender all University/state-owned equipment and/or data documents immediately upon request.